

AGREEMENT BETWEEN

THE

CITY OF HACKENSACK



AND

THE HACKENSACK UNIFORMED FIRE OFFICERS ASSOCIATION

IAFF LOCAL 3172, AFL - CIO, CLC

FOR THE PERIOD

1/01/10 TO 12/31/2012

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## **PREAMBLE**

1.1 It is the purpose of this Agreement to achieve and maintain harmonious relations between the City of Hackensack, hereinafter referred to as the "City", and the Hackensack Uniformed Fire Officers Association, IAFF, Local 3172, AFL-CIO-CLC, hereinafter referred to as the "Association", to provide for equitable and peaceful adjustment of differences which may arise, established proper standards of wages, hours and other conditions of employment.

Both parties agree as follows:

## **ARTICLE 2 - PUBLIC EMPLOYEES**

2.1 The individual members of the Association are to regard themselves as public employees and as such are to be governed by the highest ideals of honor and integrity.

2.2 The public and personal conduct of each individual member of the Association is to be such that they merit the respect and confidence of the general public.

## **ARTICLE 3 - RECOGNITION**

3.1 The City recognizes the Association as the exclusive bargaining agent for all Fire Officers, with the exception of the Fire Chief for the purpose of bargaining with respect to wages, hours of work and other terms and conditions of employment.

## **ARTICLE 4 - SENIORITY**

4.1 The Fire Chief's Office shall establish a "Seniority List" on an annual basis employing Department of Personnel guidelines to determine seniority via date of hire or date of appointment.



## **ARTICLE 5 - VACANCIES AND PROMOTIONS**

**5.1** All vacancies and promotions shall be filled in accordance with New Jersey Department of Personnel Rules and Regulations.

## **ARTICLE 6 - WAGES**

**6.1** The salaries of all members of the Association covered by this agreement shall be as set forth in Appendix A.

**6.2** Fire Prevention/Information Management Officers: Each Officer so assigned shall receive an additional one thousand five hundred (\$1,500) dollars per annum Stipend over his stated annual salary, which shall be included in his pension base. A pro rata salary adjustment based upon months of service shall be granted to Officers assigned to Fire Prevention or Information Management during the year.

**6.3** Fire Lieutenant Step 1:

The annual base salary of a Fire Lieutenant Step 1 shall equal 50% of the combined base salary of a top step Fire Lieutenant (Step 2) and a top step Fire Fighter as stipulated in their respective labor contracts. One year following appointment to Fire Lieutenant Step 1, the member shall be advanced to Fire Lieutenant Step 2 (top step).

**6.4** The Fire Chief may assign one Fire Officer to act as Chief of Operations/Administration who shall serve at the pleasure of the Fire Chief and receive an annual stipend of \$2,500.00, which stipend shall be included in his annual salary for pension. The Officer's tasks shall be determined by the Fire Chief.

6.5 Senior Officer Differential: Effective January 1, 2007, until contract execution in 2007, each employee, upon completion of the number of years set forth below, shall be entitled to a total Senior Officer Differential in the amount also set forth below: (Nonaccumulative, maximum of \$1,000.)

At the commencement of the 24th year of service - \$ 500.

At the commencement of the 25th year of service - \$1,000.

Said payments shall be added to the base annual salary, but shall not be subject to longevity nor pensionable.

#### **ARTICLE 7 - LONGEVITY**

7.1 In addition to the salary ranges indicated, each employee will receive longevity pay of one (1%) percent for each two (2) years of service, computed on the amount of the base salary of the employee at the time he becomes eligible for such longevity payment. In order to qualify for such longevity pay, the employee must have earned two (2) years service credit on or before January 4, March 31, June 30, or September 30, in order to receive the added one (1%) percent longevity pay for the ensuing quarters. Whenever an employee receives an increase in salary during the year as a result of a change in base salary for promotion, increment, wage increase or new position, the employee will receive a longevity increase on the new base salary at the same percentage as heretofore received on the prior base salary. Additional compensation of any nature, including overtime, will not be considered in computing longevity payments. Longevity payments will be computed from the time the employee



last became employed on a full-time basis by the City. Leaves of absence without pay, with the exception of employees on official leave of absence due to military duty, will not be considered in determining the length of service.

7.2 All unit members hired after April 15, 1985, (effective date of 1985-86 contract execution) will receive 2% longevity pay for every four (4) years of service. The longevity pay for unit members hired before April 15, 1985, will remain as set forth in Article 7.1. There will be no maximum limitation on longevity pay for any unit member, regardless of hiring date.

7.3 Effective January 1, 2002, longevity shall be eliminated for new hires or interdepartmental transfers to the bargaining unit. The longevity pay for unit members hired before January 1, 2002, will remain as set forth in Articles 7.1 and 7.2.

#### **ARTICLE 8 - CLOTHING AND ALLOWANCE**

8.1 Association members, excluding those assigned to Fire Prevention or Information Management, shall be entitled to an annual clothing allowance for the upkeep and cleaning of their uniforms, associated clothing and Class A uniforms as follows:

2007-09

\$350.

8.2 Association members assigned to Fire Prevention or Information Management shall be entitled to an annual clothing allowance for the upkeep and cleaning of their uniforms and associated clothing as follows:

2007-2009

Deputy Chiefs	\$350.
Captains	\$350.
Lieutenants	\$350.

**8.3** Said clothing allowances shall be payable in December of said contract year. A pro rata clothing allowance, based upon months of service, shall be granted to Officers promoted or assigned during the year.

**8.4** Association members shall be responsible for the proper maintenance of all uniforms and associated clothing. Clothing shall not be used by the employees except during the performance of their assigned departmental duties.

**8.5** The repair, maintenance and replacement cost of the employee's beeper and charger shall be considered as part of the clothing allowance, as specified in Article 28.

**8.6** Fire Officers shall not be required to wear their Class A uniform to and from work or at roll call, except that the Platoon Commanders and Officers assigned to Fire Prevention and Information Management shall wear their Class A uniform when performing said assignments.

**8.7** The workstation uniform, composed of the clothing articles listed below, shall be provided by the City under the direction of the Chief's Office. Uniforms and/or City issued personal protective equipment shall be repaired or replaced when damaged or worn out while in the line of duty.



<u>Quantity</u>	<u>Description</u>
2	F/R Golf Shirts
3	F/R Uniform Shirts
3	F/R Uniform Pants
2	F/R Sweat Shirts

8.8 (a) When a member is promoted to Captain or Deputy Chief the City shall pay for all required embroidery changes on the member's station uniform.

8.8 (b) When a Fire Fighter is promoted to a Fire Lieutenant, the City shall provide him with three (3) officer style station uniform shirts plus the required embroidery and patches on his other work station uniform shirts.

8.9 Each employee, upon termination of employment for any reason, shall return all City issued clothing, equipment and supplies to the Fire Chief's Office, excluding his Class A uniform station uniform and helmet. The replacement cost of any such clothing, equipment and supplies not so returned shall be deducted from the employee's final pay.

#### **ARTICLE 9 - EDUCATION**

9.1 Association members taking courses in fire science shall be reimbursed for the cost of tuition when approved in advance in writing by the Fire Chief. The total accumulation of allowable credits shall not exceed sixty-seven (67) credits. Such

approval will not be unreasonably withheld. Whatever sums of money are to be allotted for taking fire science courses are subject to agreement between the Fire Chief and the employee prior to any commitment.

**9.2** The taking of any such course shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not successfully completed or are in excess of sixty-seven (67) credits.

**9.3** The City hereby agrees that there shall be added to and made a part of the remuneration of each member of the Association, the sum of Ten (\$10) Dollars per annum for each college credit to a maximum of sixty-seven (67) credits successfully completed toward an Associated Degree in Fire Science at a recognized institution of higher learning. Any courses less than forty (40) hours in instruction will not be approved. Remuneration will be paid on a biweekly basis computed on the number of credits successfully completed as of December 31 of the preceding year. Such additional remuneration shall be paid notwithstanding the maximum salary heretofore provided and upon presentation the Fire Chief of a proper certification of successful course completion.

**9.4** Association members who have exceeded the maximum credit limit of sixty-four (64) prior to January 1, 1977, shall not lose this benefit on their excess credits.

**9.5** A pro rata adjustment shall be made to the education allowance in cases wherein an employee did not work for a full twelve months in a calendar year exclusive of paid leave time.



## **ARTICLE 10 – HOURS OF DUTY, OVERTIME AND COMPENSATORY TIME**

10.1 Except as provided for herein, members of the Association employed by the City shall work a twenty-four (24) hour tour i.e. twenty-four hours on duty followed by seventy-two hours off duty.

- a) Each twenty-four (24) hour tour shall commence at 0800 hours.
- b) No member of the Association subject to this Agreement shall, except in emergency situations or as required to complete active firefighting duties, work, whether by assignment or by action or consent of the individual employee, consecutive twenty-four (24) hour periods without at least twelve (12) hours off.
- c) The twenty-four (24) hour tour schedule shall not apply to members of the Association who are assigned to Fire Prevention, Information Management, or other Special Duty Assignments.
- d) The parties affirm that the terms of this Agreement do not violate the Fair Labor Standards Act ("FLSA").
- e) Unless otherwise excepted, wherever reference is made in the Collective Bargaining Agreement to the word "day", such word, when applied to any and all time periods during which the twenty-four hour tour schedule is in force and effect, shall be deemed the equivalent of one-half of a 24-hour tour (i.e., 12 hours).

10.2 (a) The special duty Officers assigned to Fire Prevention, Information Management or Chief of Operations/Administration shall not be governed by Article 10.1. Their hours shall be regulated by the Fire Chief. The revised work schedule for all members assigned to Fire Prevention, Information Management or Chief of Operations/Administration shall be established by the Fire Chief and shall consist of work tours of ten (10) hours not to exceed 42 hours in an eight-week cycle.



**10.2 (b)** The Fire Chief may require special duty officers to occasionally and on a temporary basis work a modified schedule for periods not to exceed two (2) weeks.

**10.3** Overtime shall be paid at time and one-half computed to the nearest quarter hour and shall become applicable only after the first quarter (1/4) hour of work.

**10.4** In the event of emergency recall, the Officers shall be paid for a minimum of two (2) hours at their time and one-half rate.

**10.5** Members who work out-of-title shall be paid at the higher rate on an hour for hour basis if they work in the higher title for a minimum of four (4) hours. Payment will be adjusted to the nearest half-hour (1/2) worked, commencing with the first hour worked.

**10.6** Members, with the prior approval of the Fire Chief, may elect to receive compensatory time off in lieu of overtime payment. Such compensatory time shall be granted equal to that of the applicable overtime rate of pay, i.e., one (1) hour of overtime equals one and one-half (1.5) hours compensatory time off.

Such compensation shall apply to all duties, assignments and details within the scope of work performed by unit members.

**10.7 (a) Early Relief:**

Fire Officers may self-relieve their counterparts up to one-half hour prior to the commencement of the next tour of duty without the execution of an Approved Leave Form unless such relief is precluded by or would, in the opinion of the Chief or his designee, hamper the official business of the Fire Department.

**10.7 (b)** Members recalled to duty within one (1) hour of their official start of duty time shall be compensated at the time and one-half (1-1/2) rate of pay for only the amount of time actually worked until their official start of duty time.

#### **ARTICLE 11 - VACATIONS**

**11.1 (a)** Current practices of the City with respect to the scheduling of vacation days shall be continued for the duration of this Agreement. Split vacations are subject to the Fire Chief's review.

**11.1 (b)** Vacation leave must be earned before it can be taken. Vacation leave earned in one year shall be credited to the employee on the first of the month following the employee's anniversary date as per past practice. Vacation leave shall be earned in accordance with the following schedule:

<u>YEARS OF SERVICE COMPLETED</u>	<u>VACATION DAYS EARNED*</u>	
	<u>2001</u>	<u>2002 - 2006</u>
1 - 4	9 work days	11 work days
5 - 9	10 work days	12 work days
10 - 14	14 work days	16 work days
15 - 19	16 work days	18 work days
20 +	18 work days	20 work days

**11.2** Fire Officers assigned to Fire Prevention, Information Management or Chief of Operations/Administration shall earn one (1) vacation day in addition to Article 11.1 during the period when they are working ten (10) hour workday.

\*(Under 24 hour tour schedule, 1-vacation day equals one-half of a 24 hour tour.)



11.3 If an Officer dies while actively employed, his estate shall receive payment for his pro rata earned vacation benefit as outlined above.

#### **ARTICLE 12 - PAID HOLIDAYS**

12.1 Effective January 1, 2007 the City agrees to pay each member for twelve (12) holidays. Effective January 1, 2008 the City agrees to pay each member for thirteen (13) holidays. Payment for such days shall be at straight time.

12.2 Effective January 1, 2007, the entire holiday benefit shall be distributed into the base salary; this payment shall be paid evenly into the 26 annual paychecks and shall be utilized for all calculation purposes.

12.3 Fire Officers assigned to Fire Prevention, Information Management or Chief of Operations/Administration:

- a) Are not required to work on recognized Holidays except in emergencies, and
- b) Shall receive an annual Stipend each December (pro rata) based on months actively serving) equal to the "Holiday Pay" benefit for other Fire Officers, which Stipend shall be recognized as a payment "for guaranteed prepaid overtime", and it is understood that this Stipend shall cover the first 88 additional hours of duty beyond the normal schedule on a yearly basis. Overtime shall not accrue until after 42 hours in a workweek.
- c) The following days are recognized as Holidays for the purpose of this Article:



New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
July 4th  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Election Day/General/November  
Christmas Day

- d) If any Holidays fall on a Sunday, the Monday after shall be considered and recognized as the Holiday for the purpose of this Article.
- e) If any Holidays fall on a Saturday, the Friday before shall be considered and recognized as the Holiday for the purpose of this Article.

**12.4** The value of each holiday shall be computed at 1/260 of the member's aggregate annual salary. Annual salary shall include base salary, longevity, Fire Prevention and education.

### **ARTICLE 13 - INJURY LEAVE**

**13.1** Whenever an employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty he shall be entitled to Injury Leave for a maximum aggregate period of one (1) year at full pay at the rate of pay in existence at the time of his injury, illness or disability; or until such time as he has been accepted for retirement by the Firemen's Pension System. Any payments of

temporary disability insurance by the City or its Workers' Compensation Insurance Carrier shall be credited toward the full pay set forth above. If illness continues beyond one (1) year, he shall be paid on the basis of his accumulated Sick Leave.

**13.2** The City may require that the injury, illness or disability be evidenced by a certificate of a physician designated by the Fire Department to examine the employee.

**13.3** All Injury Leaves shall terminate when the physician appointed by the City gives a full medical report as to the employee's physical condition and his fitness for duty.

**13.4** An employee will be removed from Injury Leave and charged with Sick Leave:

- a) If the employee fails to report for a scheduled physician's appointment without good cause and without having first attempted to reschedule the appointment.
- b) If in the opinion of the physician the employee is able to return to light duty, if available, and fails to do so.

**13.5** In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician or a physician employed by the City or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation or the final decision of the last reviewing court shall be binding upon the parties.



#### **ARTICLE 14 - SICK LEAVE**

**14.1** Sick Leave entitlement for all full-time employees shall be one (1) day per month in the first calendar year of employment and 1-1/4 days per month thereafter, accumulative, to be used for nonoccupational injuries, illnesses or for the care for a reasonable period of time of a seriously ill member of the employee's immediate family. "One 24 hour tour of duty shall be equal to two (2) 12 hour sick days."

**14.2** When an employee does not report for duty for a period of greater than one (1) 24 hour tour because of sickness, he shall show proof of his inability to work by submitting to the employee's supervisor a certificate signed by a reputable physician in attendance to the effect that the said employee was not on the date or dates a leave is requested physically able to perform any duty connected with his job.

**14.3** An employee reporting on Sick Leave shall notify the supervisor on duty one (1) hour before the time set for him to begin his daily schedule; failure to comply may result in disciplinary action. An employee who is absent for five (5) consecutive days or more and does not notify his Department Head on any of the first five (5) days, will be subject to dismissal in accordance with the New Jersey Department of Personnel rules.

#### **ARTICLE 15 - RETIREMENT LEAVE**

**15.1 (a)** Upon retirement after twenty-five (25) years of service in the Fire Department of the City or upon a disability retirement (accident or ordinary), a Fire Officer shall receive as retirement leave one hundred percent (100%) of salary of the accumulated



sick leave. There shall be no limitation on the maximum payment.

**15.1 (b)** All unit members hired after April 15, 1985 (effective date of 1985-86 contract execution), upon retirement after twenty-five (25) years of service in the Fire Department of the City or upon disability retirement, shall be paid seventy-five (75%) percent of their accumulated Sick Leave, not to exceed fifty (50%) percent of their final annual salary as defined in 15.3 below.

**15.2** If an officer dies while actively employed, his estate shall receive the Retirement Leave benefit outlined above.

**15.3** For purposes of computing the Retirement Leave benefit based upon sick days, each sick day shall be paid at the rate of 1/260 times the retiree's final annual salary. Final annual salary shall be summation of base salary, longevity, education, Fire Prevention and Holiday pay.

**15.4** A retiring employee shall be permitted to take the lump sum retirement benefit in up to three installments at the retiree's sole option. Said installments may be taken by the retiree on the first pay of each quarter, however not over a period in excess of eighteen (18) months from separation of service.

**15.5** The City of Hackensack may, at its sole discretion, buy back a portion of the accrued unused sick days of any employee who meets all of the following criteria:

- a) 25 years or more of creditable service in his/her respective pension
- b) Age 55 or older
- c) 100 or more accrued unused sick days

**15.6** The City shall not buy back days so as to deplete the employee's accrual of sick days below the level of 100 days on the date of buy back.

**15.7** The employee shall have the right to refuse the decision of the City to buy back a portion of his/her Sick Days.

**15.8** The provision of 15.1(a), 15.4 and 15.5 shall not be applicable to employees hired from and after the date of April 15, 1985.

**15.9** For the purposes of computing the required 25 years of creditable service in the Hackensack Fire Department, such creditable years shall include all years of military service time purchased back under P.F.R.S. Regulations.

**Article 16(a) - Health Benefit Insurance Program - BC/BS or Approved Equal**  
**(Effective January 1, 2002)**

16.1(a) Effective January 1, 2002, all active Union members covered by this Agreement and eligible members of their families plus all eligible retirees\* with a retirement date subsequent to January 1, 2002 and eligible members of their families shall be entitled to the following coverage until the demise of the Association member:

\*Eligible retiree shall be any Association member who has 25 years pension credit and has been accepted by the PFRS as a retiree subsequent to January 1, 2002 and continues to receive benefits under Special, Ordinary Disability or Accidental Disability Retirement. The 25-year pension credit is waived for disability retirees.

	<u>EMPLOYEE</u>		<u>SPOUSE</u>		<u>ELIGIBLE DEPENDENT</u>	
<u>Employee Status</u>	<u>Covered</u>	<u>BC/BS (1) Deductible</u>	<u>Covered</u>	<u>BC/BS (1) Deductible</u>	<u>Covered</u>	<u>BC/BS (1) Deductible</u>
Active (2)	Yes	250	Yes	250	Yes	250
Retiree - Medicare Ineligible (2)	Yes	250	Yes	250	Yes	250
Retiree - Medicare Eligible (3)	Yes	250	Yes	750	Yes	750

- (1) Not applicable if covered by an H.M.O.
- (2) Deductible of \$250. per single person per calendar year. Deductible of \$500. per family per calendar year (two persons must satisfy a separate deductible).
- (3) BC/BS only. HMO coverage not provided.

16.2(a) Association members who retired prior to January 1, 2002 shall continue to receive the benefits provided by the applicable contract when they retired.

16.3(a) A Retiree who:

1. is covered by the City's Health Benefit Insurance Program and
2. is actively employed by another employer and
3. is covered by his current employer's Health Insurance Program,

shall submit all medical claims first to his current employer's Health Benefit Insurance Program as his "Primary" insurance carrier so long as he/she continues to be insured. The City's Health Benefit Insurance Program shall remain as his/her secondary coverage.



- 16.4(a) All coverage's provided by the City for Medicare eligible retirees and their eligible dependents shall be secondary to their Medicare coverage's.
- 16.5(a) All Retirees (retired after January 1, 2002) and eligible dependents who are Medicare eligible must provide both Medicare Part A and Part B coverage's to be eligible for coverage's provided by the City. The City shall reimburse each retiree for his/her Medicare Part B cost each December provided the retiree submits a copy of his/her Medicare Card to the Chief Financial Officer, 65 Central Avenue, Hackensack, New Jersey 07601, prior to the year end wherein he/she becomes Medicare eligible.
- 16.6(a) The health benefits and prescription program provided by the City to eligible retirees who are Medicare eligible shall be at the same level as provided to active employees. Additionally, HMO coverage is not available to Medicare eligible retirees or spouse.
- 16.7(a) The City and the Association agree that successor collective bargaining agreements shall neither increase the health benefit deductible to exceed \$1,000. (\$1,000 for Medicare eligible retiree's spouse or dependent) nor increase the Prescription Plan co-pay to exceed \$20.00 for name brand and \$8.00 for generic brand drugs without the written majority consent of all retired Association members who retired subsequent to January 1, 2002.

**16.8 (b)** The City and the members of the Association shall provide a Dental Benefit Insurance program during the term of this Agreement sponsored by Delta Dental Insurance or approved equal, together with orthodontic coverage not to exceed \$800 per year per patient, subject to the following conditions:

- a) The City shall pay the lesser of 50% of the enrollee's annual premium or \$150.00 (pro rata for mid-year employees) and the enrollee shall pay the balance through periodic payroll deductions.
- b) It is understood and agreed that no employee shall be obligated to participate in said program. Once enrolled at the inception of the program or subsequently at future annual enrollment dates, an employee may voluntarily terminate enrollment. Re-enrollment shall be permitted at the next annual enrollment date, however no employee will be permitted to terminate enrollment more than two (2) times during their continuous employment.
- c) Part-time and seasonal employees shall not be eligible for this insurance.
- d) Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company provided, however, that the coverage provided by such change shall not be substantially different from that previously enjoyed.
- e) The City's contribution as herein above set forth shall continue for as long as the enrolled employee continues to be employed by the City and receives a bi-weekly pay check.
- f) Once enrolled, the employee may not voluntarily change his or her enrollment status (i.e., single, husband and wife, parent and child, family) unless the change is as a result of a bonafide status change (i.e., birth, marriage, death, divorce, adoption, emancipation of dependent child).
- g) All enrollees shall pay their share of the monthly premium via payroll deductions that shall be withheld and paid one month in advance of coverage.



**16.9(b)** Each employee or retiree is responsible to notify the City Manager immediately of any qualifying events regarding the group medical and dental plans.

A qualifying event is:

1. Marriage
2. Divorce
3. Birth
4. Death
5. Emancipation of Dependent
6. Adoption
7. 65th Birthday

Failure to immediately notify the City Manager will subject the employee or retiree to loss of coverage and/or liability for costs incurred.

#### **ARTICLE 17 - FUNERAL LEAVE**

**17.1** Two (2) twenty-four (24) hour tours of duty in the event of a death occurring in the immediate family (spouse, child, stepchild, parent, stepparent, brother, sister, grandparents or grandchildren). Members assigned to Fire Prevention, Information Management or Director of Operations/Administration shall receive four (4) working days off.

**17.2** One (1) twenty-four (24) hour tour of duty for mother-in-law, father-in-law, brother-in-law or sister-in-law. Members assigned to Fire Prevention, Information Management or Director of Operations/Administration shall receive two (2) working days off.

**17.3** All funeral leave must be used within eight (8) days of the funeral.

**17.4** An employee may use Sick Leave to expand his Funeral Leave with the prior permission of the Chief or his designee.

## **ARTICLE 18 – WORKING RULES**

18.1 This Agreement is not to conflict with the Rules and Regulations governing the Fire Department or specifications of the Department of Personnel. New Jersey Department of Personnel Rules and Regulations shall prevail for all positions.

## **ARTICLE 19 – LABOR REQUIREMENTS**

19.1 The Association and its members agree to abide by the Rules and Regulations of the Fire Department of the City of Hackensack.

## **ARTICLE 20 – BARGAINING UNIT**

20.1 It is understood and agreed between the parties that the terms of this Agreement shall prevail in identical manner with respect to all Deputy Chiefs, Captains and Lieutenants.

## **ARTICLE 21 – DUES, DEDUCTION/AGENCY WORKSHOP**

21.1 The City agrees to deduct the dues in accordance with the State Statutes and Regulations of the members of the Association and send them to the Treasurer of the Association.

21.2 Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll



deduction. The representation fee shall be in the amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fees at any time to reflect changes in the regular Union membership dues, fees and assessments provided, however, that in no event shall any such change exceed 85% of the regular Union membership dues, fees and assessment nor shall any such change be contrary to any provision contained in State Statute. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by the successor agreement between the Union and the employer.

21.3 The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

## **ARTICLE 22 – PERSONAL DAY**

22.1 Each January 1, one (1) twenty-four (24) hour tour of duty off with pay shall be granted to all members of the bargaining unit to be used within that calendar year. Members assigned to Fire Prevention, Information Management or Chief of Operations/Administration shall be granted two (2) Personal Days.

**22.2** This Personal Day shall be requested in writing seventy-two (72) hours in advance and approved by the Fire Chief; subject to staffing requirements as fixed by the Chief and present policy that no more than one (1) employee per shift shall be out on a Personal Day.

**ARTICLE 23 – GRIEVANCE AND ARBITRATION PROCEDURE**

**23.1** A “grievance” shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of the Agreement.

**23.2** A grievance must be initiated by the employee within fifteen (15) calendar days from the time the employee knew or should have known of its occurrence.

**23.3** Failure at any step of this procedure of the employer or its representative to communicate the decision on a grievance within the specified time limits shall permit the employee to proceed to the next step. Failure at any step of this procedure of the employee to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

**23.4** It is understood that employees shall during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the City until such grievance has been fully determined.



**STEP ONE:**

The grievance shall be discussed by the employee involved with his immediate supervisor. The answer by the said supervisor shall be in writing and shall be rendered to the employee within five (5) working days of the close of the said discussion.

**STEP TWO:**

If the grievance is not settled by Step One, within five (5) working days of receipt of the answer at Step One, the grievance shall be reduced to writing by the employee and submitted to the Fire Chief or any person designated by him, and the answer to such grievance by the Fire Chief shall be in writing and shall be rendered to the individual employee within five (5) working days of submission.

**STEP THREE:**

If the grievance is not settled at Step Two, the employee shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the City Manager for his consideration. A written answer to such grievance by the said City Manager shall be rendered to the individual employee within seven (7) working days of submission.

**STEP FOUR:**

If the grievance is not settled by Step Three, the individual employee shall have the right within five (5) working days of receipt of the answer at Step Three to pursue all legal remedies afforded by the provisions of the Civil Service Act or to submit such

grievance to an arbitrator. The arbitrator shall be selected in accordance with the Rules and Regulations of the New Jersey Public Employment Relations Commission. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on all parties. The arbitrator shall not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall share equally in the cost of the arbitrator. The employee shall have the right to be represented by the Association or a representative of his own choosing at all steps of this procedure, except Step One.

#### **23.5 WORK STOPPAGE**

Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Association agrees that it will not engage in, encourage, sanction or suggest strikes, slow-downs, mass resignations, mass absenteeism or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the City's facilities.

#### **ARTICLE 24 – MANAGEMENT RIGHTS**

**24.1** The City hereby retains the right to manage and control its Fire Department facilities and in addition retains the right to hire, promote, transfer, discipline or discharge employees for just cause.



24.2 The City, in accordance with applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work, lack of cooperation and initiative, or other legitimate reasons in order to maintain the efficiency of the Fire Department facilities entrusted to them and to determine the methods, means and personnel by which such operations are to be conducted, and further to take whatever other actions deemed necessary to carry out the mission of the Fire Department in any situation whatsoever.

#### **ARTICLE 25 - ACTING OUT OF TITLE ASSIGNMENTS**

25.1 Unless otherwise dictated by emergent conditions (less than a complete shift) there shall be no more than two (2) Fire Fighters serving in the capacity of Acting Lieutenant, one (1) Lieutenant serving as an Acting Captain and (1) Captain serving as an Acting Deputy Chief at any one time provided the second Acting Lieutenant does not result in an overtime occurrence among Fire Fighters. In such event the overtime occurrence is satisfied by rank for rank replacement.

25.2 In the event of a long-term illness or injury herein defined as causing absence from work for more than four (4) consecutive workdays, the City shall be permitted thereafter to utilize a second Acting Lieutenant to fill the vacant position without resorting to rank for rank replacement for the balance of the absence.

25.3 The parties agree to review this **Acting Out of Title Provision** annually.

## **ARTICLE 26 - SHIFT EXCHANGE - MUTUAL**

**26.1** All shift exchanges shall be subject to the approval of the Chief, which shall not be unreasonably withheld.

**26.2** Under normal circumstances, requests for shift exchanges shall be made at least seventy-two (72) hours in advance.

## **ARTICLE 27 - PLEDGE AGAINST DISCRIMINATION AND COERCION**

**27.1** The provisions of this Agreement shall be applied equally to all employees covered by this Agreement without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or membership in the Association. Both the City and the Association shall bear the responsibility for complying with this provision of the Agreement.

**27.2** The City agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restrain or coercion by the City or the City representative against any employee because of Association membership.

## **ARTICLE 28 - RECALL/BEEPER SYSTEM**

**28.1** The City shall continue its practice of supplying each unit member, except Deputy Chiefs and Fire Prevention employees, with a beeper and charger for Recall.

**28.2** The employee shall be responsible for the cost of repair, maintenance and replacement of this equipment, which shall be their property.



**28.3** The repair, maintenance and replacement cost shall be considered as part of the existing clothing allowance.

**28.4** The City shall retain sole discretion over all equipment design and modification. In the event the City changes the transmitting or receiving equipment such that it is not compatible (i.e., unable to receive) with the employee's equipment, then the City shall replace or modify the employee's equipment at the City's cost. All replacement equipment shall conform to the most current specifications to insure compatibility and proper system operation.

**28.5** All members on the Recall platoon shall be responsible to tone-test their beeper to insure that each beeper is receiving a transmission from Fire Headquarters, which test signal will be transmitted daily at 1200 and 1900 hours.

**28.6** If for any reason a member on recall is unable to receive a recall notification via his beeper, he shall notify Fire Headquarters immediately and shall be available to receive notification via telephone.

**28.7** In lieu of a disciplinary action for failure to report for recall, the Union and its members agree that a moral obligation exists to provide additional manpower in time of emergency and do hereby pledge to adhere to a department-wide "general recall" whereby a tone alert is transmitted to all members who are in turn morally obligated to call in to satisfy same.

**28.8** Notification shall mean activation of beeper paging system. Personal notification or attempted notification at a telephone number provided to the Department by the Fire Officer for recall purposes shall be in accordance with **Article 28**.

## **ARTICLE 29 – UNION ACTIVITIES**

**29.1** The Association's President or his designated representative shall be given time off with pay for attendance at unfair practice proceedings and for the processing of grievances, inclusive of binding arbitration. The President and the negotiating committee shall be given time off with pay for collective bargaining meetings, inclusive of interest arbitration.

**29.2** The Fire Department shall permit membership meetings of the Union, monthly, with the prior approval of the Fire Chief. Members at the outlying station shall be permitted to attend, weather permitting. Union meetings shall be rescheduled if they conflict with a Fire Department emergency, training program or weather condition. At the beginning of each year, the Union shall advise the Fire Chief of tentative meeting dates scheduled for that year.

**29.3** The Union President or the Executive Delegate shall be given time off with pay for attendance at the Bi-Annual IAFF National Convention, the Annual IAFF State Convention and the monthly IAFF State Association Meetings. The Union Representative must notify the Fire Chief in writing seven (7) days in advance of the scheduled meeting to facilitate proper manpower planning. The Fire Chief may require proof of attendance from the Representative.



### **ARTICLE 30 – MUTUAL AID**

**30.1** Injury or Death Benefits per NJSA 40A:14-156.3 as follows: If any member of a police force or fire department and force or volunteer fire company summoned pursuant to an agreement to render assistance suffers injury or death in the performance of his duties, he or his designee or legal representative shall be entitled to such salary, pension rights, workmen's compensation or other benefits as would have accrued if such injury or death had occurred in the performance of duties in the territorial jurisdiction in which the duties were normally performed.

**30.2** Members of a Fire Company assigned to mutual aid fire suppression duty (fire fighting) outside City limits shall at all times be under the supervision of a Hackensack Fire Officer.

### **ARTICLE 31 – PERSONNEL FILES**

**31.1** A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of the Fire Department and may be used for evaluation purposes by the Fire Chief or City Manager.

**31.2** Upon advance notice at reasonable times, any member of the Fire Department may review his personnel file. However, this appointment for review must be made through the Chief of the Fire Department or his designated representative at times mutually convenient.

**31.3** Whenever a written complaint concerning a member or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all known details of the complaint, including the identity of the complainant.

**31.4** All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the Union shall subject that member to appropriate disciplinary action.

#### **ARTICLE 32 – LEAVE OF ABSENCE**

**32.1** The City Manager may, at his sole discretion and without right of appeal by employee, grant permanent employees a leave of absence without pay for a period not to exceed one (1) year. A leave may be extended beyond one (1) year for exceptional circumstances upon request of the City Manager and written approval of the New Jersey Department of Personnel.

**32.2** An employee shall not accrue credit for vacation days, sick days, longevity pay, holiday pay, annual stipends or any other allowances, during a leave of absence without pay or during a suspension. Except for health insurance, other employment benefits shall be available to employees on family leave without pay as are available to employees on all other leaves without pay.



32.3 A leave of absence shall not disqualify an applicant for a promotional examination.

32.4 Prior to commencing the Leave of Absence, an employee is responsible to discuss with his/her department head the status of his/her medical, dental, and/or disability insurance and pension while on a Leave of Absence.

#### **ARTICLE 33 - MINIMUM MANNING**

33.1 Whenever possible two (2) Fire Fighters and one (1) Officer shall be assigned to a fire engine or fire truck in response to an alarm. It is expressly understood that the City shall retain the right to close a fire station; however, this shall not be done in such a way as to subterfuge any other portions of the Agreement.

#### **ARTICLE 34 - SEVERABILITY AND SAVINGS**

34.1 Should any part of this agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision.

#### **ARTICLE 35 - DURATION**

35.1 This Agreement shall be retroactive to January 1, 2007, and shall remain in full force and effect until a successor Agreement has been executed.

**ARTICLE 36 - ATTESTATION**

36.1 The parties agree that the City Manager, being the Chief Executive Officer responsive only to the City Council of the City of Hackensack, be the chief negotiator on behalf of the City of Hackensack concerning negotiations between the Officers' Association and the City of Hackensack.



**AGREEMENT BETWEEN THE CITY OF HACKENSACK  
AND THE HACKENSACK UNIFORMED FIRE OFFICERS ASSOCIATION  
IAFF LOCAL 3172**

**FOR THE PERIOD JANUARY 1, 2010 TO DECEMBER 31, 2012**

The City of Hackensack and Hackensack IAFF Local 3172 have agreed to the following terms for a successor Agreement:

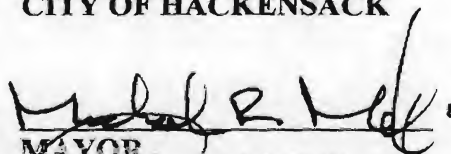

1. The terms of the preceding contract (January 1, 2007 to December 31, 2009) shall continue in full force and effect unless modified herein.
2. The term of this successor contract shall be January 1, 2010 through December 31, 2012.
3. Base salaries for employees covered by the contract shall be as set forth on Appendix A annexed.

**IN WITNESS WHEREOF**, the parties hereto have caused to be signed by their respective presidents and secretaries, all on the day and year written.


**ATTEST:**

  
CITY CLERK


**CITY OF HACKENSACK**

  
MAYOR  
  
CITY MANAGER

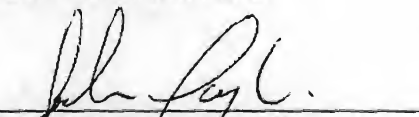
**ATTEST:**

  
Art F. Koster

**IAFF LOCAL 3172**

  
PRESIDENT  
IAFF LOCAL 3172

**DATED:** 4/24/09

  
STATE DELEGATE

APPENDIX A

BASE SALARIES (W/O HOLIDAY PAY)

<u>RANK</u>	<u>1-01-09</u>	<u>1-01-10</u>	<u>1-01-11</u>	<u>1-01-12</u>
Deputy Chief	124,962	128,711	132,894	137,213
Captain	117,562	121,089	125,024	129,088
Lieutenant				
<u>Step 2</u>	110,161	113,466	117,153	120,961
<u>Step 1</u>	103,377	106,478	109,939	113,512
Percentages:	(3.50)	(3.00)	(3.25)	(3.25)